

**A SUBSITUTE ORDINANCE
BY FINANCE/ EXECUTIVE COMMITTEE**

08-O-1429

AN ORDINANCE TO AUTHORIZE THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO REMIT PAYMENT FOR ALL OUTSTANDING INVOICES THROUGH AUGUST 1, 2008, TO CA INC., IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-THREE THOUSAND, TWO HUNDRED FIFTY-NINE DOLLARS AND NO CENTS (\$433,259.00) FOR MAINFRAME OPERATIONS MANAGEMENT, DESKTOP MANAGEMENT, NETWORK MANAGEMENT, AND INFORMATION SECURITY SOFTWARE LICENSES, SUPPORT AND MAINTENANCE TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE(\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); TO AUTHORIZE THE MAYOR TO EXECUTE APPROPRIATE CONTRACTUAL AGREEMENTS WITH CA INC. FOR MAINFRAME OPERATIONS MANAGEMENT, DESKTOP MANAGEMENT, NETWORK MANAGEMENT, AND INFORMATION SECURITY SOFTWARE LICENSES, SUPPORT AND MAINTENANCE, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SIX THOUSAND, ONE HUNDRED, NINE DOLLARS AND THIRTY-SEVEN CENTS (\$126,109.37), TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE (\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") executed a License Support and Maintenance Agreement with Computer Associates (now doing business as "CA Inc.") on March 30, 2000, which established the rates at which the City purchased Mainframe Operations Management, Desktop Management, Network Management, and Information Security Software and services from CA, for a 5-year period; and

WHEREAS, in the period between March 30, 2000, and March 31, 2008, the City executed various amendments to the original Agreement with CA Inc. ("CA"), including Amendment Number 8 on March 31, 2008, to reflect adjustments in licenses and services, to extend the terms thereof and to reflect changes in pricing, for Mainframe Operations Management, Desktop Management, Network Management, and Information Security Software and services, which extended the expiration date of the current software licenses from CA, to March 30, 2011; and

WHEREAS, the original Agreement and some amendments required prior Council approval; and

WHEREAS, CA has continued to provide the selected product licenses and services to the City and

WHEREAS, the services provided by CA are necessary for the support of CA software currently implemented at the City; and

WHEREAS, the City wishes to continue its relationship with CA under the same terms and conditions currently governing the parties in the CA Software License Support and Maintenance Agreement; and

WHEREAS, the City further desires to ratify the prior provision of product licenses and services by CA, and authorize payment to CA for unpaid services rendered, in an amount not to exceed Four Hundred Thirty-Three Thousand, Two Hundred Fifty-Nine Dollars and No Cents (\$433,259.00), to be charged to and paid from FDOA Number 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System); and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of an Agreement with CA, for Mainframe Operations Management, Desktop Management, Network Management, and Information Security Software and services, in an annual amount not to exceed One Hundred Twenty-Six Thousand, One Hundred, Nine Dollars and Thirty-Seven Cents (\$126,109.37), to be charged to and paid from FDOA Number 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the City is authorized to continue receiving software licenses and services from CA Inc., and the Mayor is authorized to execute a CA Software License, Support, and Maintenance Agreement under the same terms and conditions reflected in Amendment Number 8.

SECTION 2: That the City's actions in accepting and paying for software licenses and services provided by CA are ratified and confirmed, and the Chief Financial Officer is authorized to remit payment to CA for unpaid services rendered through August 1st, 2008, in an amount not to exceed Four Hundred Thirty-Three Thousand, Two Hundred Fifty-Nine Dollars and No Cents (\$433,259.00), to be charged to and paid from FDOA Number 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System).

SECTION 3: That the Mayor is hereby authorized under Chapter 2, Article X, Division 4, Section 2-1191.1 of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances, to execute, on behalf of the City of Atlanta, an Agreement with CA, for Mainframe Operations Management, Desktop Management, Network Management, and

Information Security Software and services in an annual amount not to exceed One Hundred Twenty-Six Thousand, One Hundred, Nine Dollars and Thirty-Seven Cents (\$126,109.37), to be charged to and paid from FDOA Number 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System).

SECTION 4: That the Agreement will be for a period of two (2) years.

SECTION 5: That the Chief Procurement Officer is directed to prepare an appropriate Agreement for execution by the Mayor.

SECTION 6: That the Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to CA.

SECTION 7: That Chapter 2, Article X, Division 4 of the City of Atlanta's Code of Ordinances is hereby waived to the extent that such applies to the authorization of payment for services rendered by CA, and the new contract.

SECTION 8: That all Ordinances or parts of Ordinances in conflict with this Ordinance are waived for this instance only.

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SECTION 9: That all Ordinances or parts of Ordinances in conflict with this Ordinance are waived for this instance only.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/Executive Committee

Caption:

AN ORDINANCE TO AUTHORIZE THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO REMIT PAYMENT FOR ALL OUTSTANDING INVOICES THROUGH AUGUST 1, 2008, TO CA INC., IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-THREE THOUSAND, TWO HUNDRED FIFTY-NINE DOLLARS AND NO CENTS (\$433,259.00) FOR MAINFRAME OPERATIONS MANAGEMENT, DESKTOP MANAGEMENT, NETWORK MANAGEMENT, AND INFORMATION SECURITY SOFTWARE LICENSES, SUPPORT AND MAINTENANCE TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE(\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); TO AUTHORIZE THE MAYOR TO EXECUTE APPROPRIATE CONTRACTUAL AGREEMENTS WITH CA INC. FOR MAINFRAME OPERATIONS MANAGEMENT, DESKTOP MANAGEMENT, NETWORK MANAGEMENT, AND INFORMATION SECURITY SOFTWARE LICENSES, SUPPORT AND MAINTENANCE, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SIX THOUSAND, ONE HUNDRED, NINE DOLLARS AND THIRTY-SEVEN CENTS (\$126,109.37), TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE (\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

Council Meeting Date: July 21, 2008

Requesting Dept.: Department of Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT seeks approval of the council to pay CA Inc. for outstanding invoices totaling \$433,259.00, and to approve a contract for 2 years at \$126,109.37 per year.

2. Please provide background information regarding this legislation.

The City owns 48 different CA products which span 14 IT functions on Mainframe, Client/Server (Desktop), Network and Information Security. In order to remain in compliance with CA Inc. and maintain their support the outstanding invoices must be paid.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) Source Selection:

(c) Bids/Proposals Due:

(d) Invitations Issued:

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract:

4. Fund Account Center: 1001 (General Fund) 050211 (IT Network Management) 5424004
(Software (\$5,000+)) 1535000 (Data Processing/Management Information System)

5. Source of Funds:

6. Fiscal Impact: \$559,368.37(FY09); \$126,109.37(FY10)

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst



AMENDMENT

CA, Inc., One CA Plaza, Islandia, New York 11749, tel: +1 800 225 5224

AMENDMENT NUMBER 8
TO THE ORDER FORM AND MIPS BASED LICENSE
EFFECTIVE March 31, 2000 (the "License")
BETWEEN
CA, Inc. ("CA")
and
City of Atlanta ("Licensee" or "Customer")

Effective March 31, 2008 (the "Amendment 8 Effective Date"), the License is amended as follows:

1. **Exhibit**

As a result of the amendments contained herein, the Seventh Revised Exhibit A is hereby deleted in its entirety and replaced with the Eighth Revised Exhibit A, attached hereto.

2. **Term Extension**

The Term of the License for the Section 1 Licensed Programs and Section 2 Licensed Program is hereby extended to expire on March 30, 2011 (the "Amendment 8 Term").

The Section 3 Licensed Programs, Section 4 Leased Programs, Section 6 Distributed Programs and Section 7 Distributed Programs (previously licensed to Licensee prior to the Amendment 8 Effective Date hereof) are not included in this amendment and shall retain their expiration date of March 30, 2009.

3. **Previous License Termination**

All licenses and Order Forms respecting use of Unicenter CA- Easytrieve Plus Report Generator Option for IMS, Unicenter Fast Load for DB2, and Unicenter Fast Unload for DB2 (the "Section 1 Terminated Programs"), previously granted to Licensee by CA or any of its predecessors for use at any Licensee Site are hereby terminated (the "Superseded Licenses"), subject, however, to the obligations of Licensee (i) to pay those contracted obligations under the Superseded Licenses that have not been paid previously, and (ii) to maintain the confidentiality of the Section 1 Terminated Programs and comply with the non-disclosure provisions of such Superseded Licenses. Any future use of or access to the Section 1 Terminated Programs by Licensee at any Licensee Site shall be controlled exclusively by the terms of the referenced License Agreement, including this and any other Amendment thereto.

4. **Fees**

In consideration of the above, Licensee shall pay to CA a fee inclusive of usage and maintenance of the Section 1 Licensed Programs and Section 2 Licensed Program through the expiration of the Amendment 8 Term in the amount of \$420,364.55, payable as follows:

<u>Due Date</u>	<u>Amount Due</u>
March 31, 2008	\$168,145.81
March 15, 2009	\$126,109.37
March 15, 2010	\$126,109.37

Licensee agrees to make the first payment listed above on or before the due date through a Same Day Fed Wire. For the second and third payments listed above, CA will send Licensee an invoice containing the applicable remit to address or wire transfer information at least 30 days prior to each respective due date. As of the effective date of this Agreement, the following wire transfer routing information applies:

Wachovia Bank, NA
1 South Broad Street
Mail Code PA 1227
Philadelphia, PA 19107
ABA# 0312-0146-7
Account Name: CA, Inc.
Account #2000028313816

Nothing herein shall affect Licensee's obligation to pay the License Fee and UMF (or MF, as applicable) as provided in the License.

5. Term and Renewal

a) For the first renewal period, beginning on March 31, 2011 and ending on March 30, 2012, the applicable annual usage and maintenance fee for the Section 1 Licensed Programs and Section 2 Licensed Program shall be \$154,250; provided however, that such limitation shall not be applicable in the event of any subsequent upgrade in the Use Limitation, but shall resume thereafter; and shall not apply in the event of the subsequent inclusion of any optional and separately charged features as part of the Section 1 Licensed Programs and Section 2 Licensed Program.

6. Fiscal Funding

Licensee represents that it is a government agency or instrumentality, and that Licensee has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during Licensee's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of Licensee, the parties acknowledge that Licensee's authority to make such subsequent payment may be contingent upon appropriation to Licensee by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to Licensee, either CA or Licensee may terminate this license as of the first day of the applicable subsequent fiscal year of Licensee with respect to which such sufficient funds are not made available. Licensee agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, Licensee shall immediately cease all use of the Licensed Program and return to CA all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.

7. Virtual Machine Technology

Where the Licensed Programs are installed on multiple machines (physical & "virtual") each such installation shall be counted for the purposes of determining the Authorized Use Limitation for such Licensed Programs. A "virtual" PC and server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

8. New Products

In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the initial term of this agreement (together with any extension(s) or renewal(s) thereof, the "Term"), in the event CA develops a new release of a Licensed Program that it designates and makes generally available as a new product (typically containing new function in addition to or different from existing functionality, a "New Product"), the upon CA's receipt of Licensee's written request and without additional charge, such currently unspecified New Product shall be made available for use by the Licensee during the Term, on the same basis as applies to such Licensed Program, even if CA then determines to charge a separate license fee for the New Product to CA's other licenses.

9. Confidentiality

Licensee hereby acknowledges that the terms and conditions of the License, as amended hereby, are personal to Licensee and are highly confidential. Licensee hereby agrees that it shall not disclose any of the terms thereof (including, without limitation, the terms relating to pricing and authorized use) to any person or entity other than Licensee's own employees, auditors, and attorneys who have a need to know such information in connection with their performance of services for Licensee.

10. Export

Licensee shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the US Department of Commerce.

11. Product Deliveries

Any Licensed Program identified with a "No" under the heading entitled "Shipment Required" on the Eighth Revised Exhibit A was previously delivered to Licensee by CA and therefore will not be delivered to Licensee at this time. Licensed Programs identified with a "Yes" under such heading will be delivered to Licensee upon execution of this agreement. The Licensed Programs shall be delivered to Licensee, either by electronic delivery or in tangible media F.O.B. Point of Shipment, as CA deems appropriate.

12. Authorized Signature

The undersigned hereby certifies that he/she is authorized to bind the agency to the terms and conditions of this Agreement.

13. Acknowledgement

The pricing and terms negotiated herein are contingent upon Licensee's execution and delivery to CA of this Agreement prior to 12pm Eastern Standard Time on March 28, 2008. In the event Licensee does not meet the above criteria, this offer is rescinded unless countersigned by CA. Once countersigned by CA, this provision shall be deemed null and void and shall have no legal effect. An offer is not valid unless CA Legal approval is indicated.

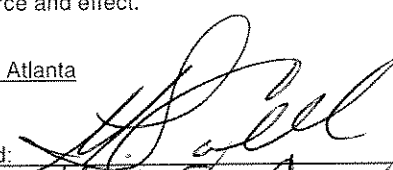
14. Entire Agreement

This Amendment, together with the License and all effective previous Amendments to this License, as well as any Exhibits attached hereto, consisting of sequentially numbered pages, constitutes the entire agreement between CA and Licensee with respect to the License. No alteration or modification of this Amendment will be valid unless made in writing and signed by the parties. Except as expressly provided herein, the terms of the License shall remain in full force and effect.

CA, Inc.

Signed: _____
Name: _____
Title: _____
Date: _____

City of Atlanta

Signed: 
Name: Mark T. Campbell
Title: Interim CTO
Date: 3/21/08

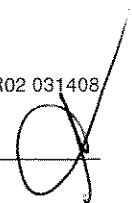
Eighth Revised Exhibit A

Section 1 Licensed Program (Term Expiration: March 30, 2011)

Licensed Programs	Authorized Use	Operating System	Shipment Required
Unicenter Detector for DB2 <i>f/k/a Unicenter Detector for DB2 for z/OS</i>	90 MIPS	MVS	No
CA Easytrieve Plus Report Generator Option for DB2 <i>f/k/a Unicenter CA-Easytrieve Plus Report Generator Option for DB2</i>	90 MIPS	MVS	No
CA Easytrieve Plus Report Generator <i>f/k/a Unicenter CA-Easytrieve Plus Report Generator</i>	90 MIPS	MVS	No
CA FAVER VSAM Data Protection <i>f/k/a BrightStor CA-Faver VSAM Data Protection</i>	90 MIPS	MVS	No
CA Librarian Base+LIB/AM+TSO <i>f/k/a AllFusion CA-Librarian Base</i>	90 MIPS	MVS	No
CA Opera <i>f/k/a Unicenter CA-Opera</i>	90 MIPS	MVS	No
CA DADS Plus for CICS <i>f/k/a Advantage CA-DADS Plus for CICS</i>	90 MIPS	MVS	No
Unicenter Plan Analyzer for DB2 for z/OS <i>f/k/a Unicenter Plan Analyzer for DB2</i>	90 MIPS	MVS	No
Unicenter RC/Compare for DB2 for z/OS <i>f/k/a Unicenter RC/Compare for DB2</i>	90 MIPS	MVS	No
Unicenter RC/Migrator for DB2 for z/OS <i>f/k/a Unicenter RC/Migrator for DB2</i>	90 MIPS	MVS	No
Unicenter RC/Query for DB2 for z/OS <i>f/k/a Unicenter RC/Query for DB2</i>	90 MIPS	MVS	No
CA Roscoe Interactive Environment <i>f/k/a Advantage CA-Roscoe Interactive Environment</i>	90 MIPS	MVS	No
Unicenter CA-Scheduler Job Management	90 MIPS	MVS	No
CA TLMS Tape Management <i>f/k/a BrightStor CA- Dynam/TLMS Tape Mgmt</i>	90 MIPS	MVS	No
CA Top Secret Security <i>f/k/a eTrust CA- Top Secret Security</i>	90 MIPS	MVS	No

Section 2 Licensed Program (Term Expiration: March 30, 2011)

Licensed Program	Authorized Use	Operating System	Shipment Required
CA Cleanup for CA-Top Secret <i>f/k/a eTrust Cleanup for CA-Top Secret Security</i>	90 MIPS	MVS	No



Eighth Revised Exhibit A

Section 3 Licensed Programs (Term Expiration: March 30, 2009)

Licensed Programs	Authorized Use	Operating System	Shipment Required
Unicenter Asset Management	4,500 Users	Windows	No
Unicenter Software Delivery	4,500 Users	Windows	No
Unicenter Remote Control	4,500 Users	Windows	No
eTrust Integrated Threat Management 2,500-4,999 Users	4,500 Users	Windows	No
eTrust Secure Content Mgr 750+ Users	8,000 Users	Windows	No

Section 4 Leased Programs (Term Expiration: March 30, 2009)

Licensed Programs	Authorized Use	Operating System	Shipment Required
eTrust Vulnerability Manager Service 101-499 Nodes	150 Nodes	Windows	No
Unicenter Patch Management	4,000 Users	Windows	No

Section 5 Hardware (Warranty Expiration: March 30, 2009)

Licensed Program	Authorized Use	Operating System	Shipment Required
eTrust Vulnerability Manager Appliance Standard	Appliance	Windows	No

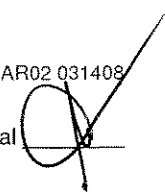
Section 6 Distributed Programs (Maintenance End Date: March 30, 2009)

Licensed Program	Authorized Use	Operating System	Shipment Required
CA Spectrum Alarm Notification Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Report Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Configuration Manager for xSight	1 Server	Windows 2003	No
CA Spectrum xSight 100 Device Management	1 Server	Windows 2003	No
CA Spectrum Single Concurrent xSight Administrator License	1 User	Windows 2003	No
CA Spectrum Single Concurrent OneClick Console xSight Operator License	10 Users	Windows 2003	No
CA Spectrum Service Performance Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Service Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Spectrowatch Editor for xSight	1 Server	Windows 2003	No
CA Spectrum Southbound Gateway Integration	1 Server	Windows 2003	No
CA Spectrum Technology Pack for Backbone Switch Devices	1 Server	Windows 2003	No
CA Spectrum xSight- Fault Tolerant License	1 Server	Windows 2003	No

Eighth Revised Exhibit A

Section 7 Distributed Programs (Maintenance End Date: March 30, 2009)

Licensed Program	Authorized Use	Operating System	Shipment Required
CA Spectrum Alarm Notification Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Report Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Single Concurrent User License for Windows	2 Users	Windows 2003	No
CA Spectrum xSight -100 Device Management	1 Server	Windows 2003	No
CA Spectrum Single Concurrent xSight Administrator License	4 Users	Windows 2003	No
CA Spectrum Single Concurrent OneClick Console xSight Operator License	5 Users	Windows 2003	No
CA Spectrum Service Performance Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Frame Relay Manager for xSight	1 Server	Windows 2003	No
CA Spectrum VP Manager for xSight	1 Server	Windows 2003	No
CA Spectrum Connector for Microsoft Operations Manager (Infinity/Integrity)	1 Server	Windows 2003	No
CA Spectrum Remedy AR System Gateway	1 Server	Windows 2003	No





Invoice

Invoice #: 90000352
 Invoice Date: 04/30/2006
 Purchase Order #:

Issuance Date: 05/05/2006
 Due Date: 04/30/2008

Partner ID: 22990

Bill To: MAURICE FICKLIN
 CITY OF ATLANTA
 55 TRINITY AVE SW STE 300
 ATLANTA, GA 30303-3534

Partner: CITY OF ATLANTA
 55 TRINITY AVE SW STE 300
 ATLANTA, GA 30303-3534

Remit To: CA, INC.
 BOX 3591
 PO BOX 8500
 PHILADELPHIA, PA 19178-3591

*Hold
 Per
 Stacy
 for
 research
 before
 time*

*Equipment
 server*

BKPO

11/06/2007

BKPO MY 06310785

Invoices are issued in advance for your own internal processing.
 Invoices are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40041832-25	CA Integrated Threat Management Period Covered 03/31/2006 - 03/14/2007 Tech Contact: MARK STROEBEL			
	<i>Products Period Covered Mark Stroebel</i>			
	Total	9,726.00	0.00	9,726.00

NET AMT: 9,726.00
 0.00

TAX AMT:

Special Instructions:

483960.312

497,259

Please Pay: **9,726.00**
 US Dollar

\$ 433,259

*Per
 Princess
 received
 from
 Princess
 on
 for research*

*Princess
 Lynn
 Turi*

Disburse 12/5/2007 1:20 p.m.

*From Princess on Nov. 26th 2007
 to research account*

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
 Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting
 CA, Inc.
 One CA Plaza
 Islandia, NY 11749
 TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #: 0312-0146-7
 Account #: 2000028313816
 Account Name: CA, Inc.
 1 South Broad Street
 Mail Code PA 1227
 Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90020458
Invoice Date: 03/15/2007
Purchase Order #:

Issuance Date: 01/12/2007
Due Date: 03/15/2007

Partner ID: 22990

Partner: CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: MAURICE FICKLIN
CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

*Equipment
server*

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

Invoices are issued in advance for your own internal processing.
Invoices are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40041832-25	CA Integrated Threat Management Period Covered 03/15/2007 - 03/14/2008 Tech Contact: MARK STROEBEL			
	Total	9,726.00	0.00	9,726.00

NET AMT: 9,726.00
0.00

TAX AMT:

Special Instructions:

*In
Server
Room*

Please Pay: **9,726.00**
US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting
CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90020460
Invoice Date: 03/15/2007
Purchase Order #:

Issuance Date: 01/12/2007
Due Date: 03/15/2007

Partner ID: 22990

Partner: CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: JAY GOTTSCHALK
CITY OF ATLANTA
55 TRINITY AVE SW
DIT
ATLANTA, GA 30303-3520

3KPO
NY 06310308

115601

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

Invoices are issued in advance for your own internal processing.
Invoices are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40042303-25	eTrust™ Vulnerability Manager Appliance - Standard Period Covered 03/15/2007 - 03/14/2008 Tech Contact: JAY GOTTSCHALK			
40042303-50	eTrust™ Vulnerability Manager Service 101-499 Period Covered 03/15/2007 - 03/14/2008			
	Total	3,744.00	0.00	3,744.00

NET AMT: 3,744.00

0.00

TAX AMT:

Special Instructions:

Please Pay: **3,744.00**
US Dollar

20000.00

2m01528001 E12001

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting
CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #:0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90051578
Invoice Date: 09/30/2007
Purchase Order #:

Issuance Date: 11/26/2007
Due Date: 09/30/2007

Partner ID: 22990

Partner: CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: JAY GOTTSCHALK
CITY OF ATLANTA
55 TRINITY AVE SW STE 300
DIT
ATLANTA, GA 30303-3534

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

Payments are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40078211-25	Unicenter® Software Delivery Period Covered 09/30/2007 - 03/14/2008			
40078211-50	Unicenter® Remote Control Period Covered 09/30/2007 - 03/14/2008			
40078211-75	Unicenter® Asset Management Period Covered 09/30/2007 - 03/14/2008			
40078211-100	CA Threat Manager Period Covered 09/30/2007 - 03/14/2008			
	Total	16,335.50	0.00	16,335.50

NET AMT: 16,335.50

TAX AMT: 0.00

Special Instructions:

Please Pay: **16,335.50**
US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.

One CA Plaza

Islandia, NY 11749

TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #:0312-0146-7

Account #: 2000028313816

Account Name: CA, Inc.

1156 AVE OF THE AMERICAS

Mail Code PA 1227

10036 NEW YORK CITY NY 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90020442
Invoice Date: 03/15/2007
Purchase Order #:

Issuance Date: 01/12/2007
Due Date: 03/15/2007

Partner ID: 22990

2nd Payment

Contract #	Product Description	Net Balance	Tax Balance	Total
40050055-225	CA Spectrum VPN Manager for xsight Period Covered 03/15/2007 - 03/14/2008			
40050055-250	CA Spectrum Cnctr for Microsoft Operations Manager for Infinity/Integrity Period Covered 03/15/2007 - 03/14/2008			
40050055-275	CA Spectrum Remedy AR System Gateway Period Covered 03/15/2007 - 03/14/2008			
40050055-300	CA Spectrum Cnctr for Microsoft Operations Period Covered 03/15/2007 - 03/14/2008			
	Total	57,663.00	0.00	57,663.00

NET AMT: 57,663.00
0.00

TAX AMT:

Special Instructions:

Please Pay: **57,663.00**
US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.

One CA Plaza

Islandia, NY 11749

TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA # 0312-0146-7

Account #: 2000028313816

Account Name: CA, Inc.

1 South Broad Street

Mail Code PA 1227

Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90020442
Invoice Date: 03/15/2007
Purchase Order #:

Issuance Date: 01/12/2007
Due Date: 03/15/2007

Partner ID: 22990

Partner: CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: ABE KANI
CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

* license*

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P.O. Close

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MY 0631 0306

Invoices are issued in advance for your own internal processing.
Invoices are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40050055-25	CA Spectrum Alarm Notification Manager for xSight Period Covered 03/15/2007 - 03/14/2008 Tech Contact: BEN GRAHAM			
40050055-50	CA Spectrum Report Manager for xSight to Distributed PM (Large) Period Covered 03/15/2007 - 03/14/2008			
40050055-75	CA Spectrum Report Manager Single Concurrent User License Period Covered 03/15/2007 - 03/14/2008			
40050055-100	CA Spectrum Xsight Unrestricted Device Management Period Covered 03/15/2007 - 03/14/2008			
40050055-125	CA Spectrum Single Concurrent xSight Administrator License Period Covered 03/15/2007 - 03/14/2008			
40050055-150	CA Spectrum Single Concurrent Oneclick Con xSight Operator License Period Covered 03/15/2007 - 03/14/2008			
40050055-175	CA Spectrum Service Performance Manager for xSight Period Covered 03/15/2007 - 03/14/2008			
40050055-200	CA Spectrum Frame Relay Manager for xSight Period Covered 03/15/2007 - 03/14/2008			

Continued

PAID



Invoice

Invoice #: 90055060
Invoice Date: 03/15/2008
Purchase Order #:

Issuance Date: 12/28/2007
Due Date: 03/15/2008

Partner ID: 22990

Partner: CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: ABE KANI
CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

JAN 21 '08

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

Invoices are issued in advance for your own internal processing.
Payments are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40050055-25	CA Spectrum Alarm Notification Manager for xSight Period Covered 03/15/2008 - 03/30/2009			
40050055-50	CA Spectrum Report Manager for xSight to Distributed PM (Large) Period Covered 03/15/2008 - 03/30/2009			
40050055-75	CA Spectrum Report Manager Single Concurrent User License Period Covered 03/15/2008 - 03/30/2009			
40050055-100	CA Spectrum Xsight Unrestricted Device Management Period Covered 03/15/2008 - 03/30/2009			
40050055-125	CA Spectrum Single Concurrent xSight Administrator License Period Covered 03/15/2008 - 03/30/2009			
40050055-150	CA Spectrum Single Concurrent Oneclick Con xSight Operator License Period Covered 03/15/2008 - 03/30/2009			
40050055-175	CA Spectrum Service Performance Manager for xSight Period Covered 03/15/2008 - 03/30/2009			
40050055-200	CA Spectrum Frame Relay Manager for xSight Period Covered 03/15/2008 - 03/30/2009			

Continued



Invoice

Invoice #: 90055060
Invoice Date: 03/15/2008
Purchase Order #:

Issuance Date: 12/28/2007
Due Date: 03/15/2008

Partner ID: 22990

Contract #	Product Description	Net Balance	Tax Balance	Total
40050055-225	CA Spectrum VPN Manager for xsight Period Covered 03/15/2008 - 03/30/2009			
40050055-250	CA Spectrum Network Fault Manager Microsoft MOM Connector Period Covered 03/15/2008 - 03/30/2009			
40050055-275	CA Spectrum Network Fault Manager BMC Remedy Gateway Period Covered 03/15/2008 - 03/30/2009			
40050055-300	CA Spectrum Cntr for Microsoft Operations Manager for xSight Period Covered 03/15/2008 - 03/30/2009			
Total		57,662.00	0.00	57,662.00

NET AMT: 57,662.00

TAX AMT: 0.00

Special Instructions:

Please Pay: **57,662.00**
US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #: 0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90055061

Issuance Date: 12/28/2007

Invoice Date: 03/15/2008

Due Date: 03/15/2008

Purchase Order #:

Partner ID: 22990

JAN 21 '08

Partner: CITY OF ATLANTA

55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: JAY GOTTSCHALK
CITY OF ATLANTA
55 TRINITY AVE SW STE 300
DIT
ATLANTA, GA 30303-3534

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

Invoices are issued in advance for your own internal processing.
Payments are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40078211-25	Unicenter® Software Delivery Period Covered 03/15/2008 - 03/30/2009			
40078211-50	Unicenter® Remote Control Period Covered 03/15/2008 - 03/30/2009			
40078211-75	Unicenter® Asset Management Period Covered 03/15/2008 - 03/30/2009			
40078211-100	CA Threat Manager Period Covered 03/15/2008 - 03/30/2009			
	Total	16,335.50	0.00	16,335.50

NET AMT: 16,335.50

Special Instructions:

TAX AMT: 0.00

Please Pay: **16,335.50**
US Dollar

Total \$336,064.50

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.

Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #:0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

JAN 21 '08

Invoice #: 90055057

Issuance Date: 12/28/2007

Invoice Date: 03/15/2008

Due Date: 03/15/2008

Purchase Order #:

Partner ID: 22990

Partner: CITY OF ATLANTA

55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: MAURICE FICKLIN
CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA , PA 19178-3591

Invoices are issued in advance for your own internal processing.
Payments are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40041867-25	Unicenter® Detector® for DB2 for z/OS Period Covered 03/15/2008 - 03/30/2008			
40041867-50	Unicenter® Fast Load™ for DB2 for z/OS Period Covered 03/15/2008 - 03/30/2008			
40041867-75	Unicenter® Fast Unload® for DB2 for z/OS Period Covered 03/15/2008 - 03/30/2008			
40041867-100	CA FAVER VSAM Data Protection Period Covered 03/15/2008 - 03/30/2008			
40041867-125	AllFusion® CA-Librarian® Base Period Covered 03/15/2008 - 03/30/2008			
40041867-150	CA Opera™ Period Covered 03/15/2008 - 03/30/2008			
40041867-175	CA DADS™ Plus for CICS Period Covered 03/15/2008 - 03/30/2008			
40041867-200	Unicenter® Plan Analyzer® for DB2 for z/OS Period Covered 03/15/2008 - 03/30/2008			

Continued



Invoice

Invoice #: 90055057
Invoice Date: 03/15/2008
Purchase Order #:

Issuance Date: 12/28/2007
Due Date: 03/15/2008

Partner ID: 22990

Contract #	Product Description	Net Balance	Tax Balance	Total
40041867-225	Unicenter® RC/Compare™ for DB2 for z/OS Period Covered 03/15/2008 - 03/30/2008			
40041867-250	Unicenter® RC/Migrator® for DB2 for z/OS Period Covered 03/15/2008 - 03/30/2008			
40041867-275	Unicenter® RC/Query® for DB2 for z/OS Period Covered 03/15/2008 - 03/30/2008			
40041867-300	CA Roscoe® Interactive Environment Period Covered 03/15/2008 - 03/30/2008			
40041867-325	Unicenter® CA-Scheduler® Job Management Period Covered 03/15/2008 - 03/30/2008			
40041867-350	CA TLMS TAPE MANAGEMENT Period Covered 03/15/2008 - 03/30/2008			
40041867-375	CA Top Secret Security Period Covered 03/15/2008 - 03/30/2008			
40041867-400	CA Easytrieve Plus Report Generator Option for DB2 Period Covered 03/15/2008 - 03/30/2008			
40041867-425	CA Easytrieve Plus Report Generator Option for IMS Period Covered 03/15/2008 - 03/30/2008			
40041867-450	CA Easytrieve Plus Report Generator Period Covered 03/15/2008 - 03/30/2008			
40041867-475	CA Cleanup for CA-Top Secret® Period Covered 03/15/2008 - 03/30/2008			
40041867-500	Unicenter® Patch Management Period Covered 03/15/2008 - 03/30/2009			
40041867-525	Unicenter® Software Delivery Period Covered 03/15/2008 - 03/30/2009			

Continued



Invoice

Invoice #: 90055057
Invoice Date: 03/15/2008
Purchase Order #:

Issuance Date: 12/28/2007
Due Date: 03/15/2008

Partner ID: 22990

Contract #	Product Description	Net Balance	Tax Balance	Total
40041867-550	Unicenter® Remote Control Period Covered 03/15/2008 - 03/30/2009			
40041867-575	Unicenter® Asset Management Period Covered 03/15/2008 - 03/30/2009			
40041867-600	CA Secure Content Manager for the Gateway Period Covered 03/15/2008 - 03/30/2009			
Total		182,665.00	0.00	182,665.00

NET AMT: 182,665.00

Special Instructions:

TAX AMT: 0.00

Please Pay: **182,665.00**
US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #:0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90055059
Invoice Date: 03/15/2008
Purchase Order #:

Issuance Date: 12/28/2007
Due Date: 03/15/2008

Partner ID: 22990

JAN 21 '08

Contract #	Product Description	Net Balance	Tax Balance	Total
40049947-225	CA Spectrum Technology Pack Module Add on Period Covered 03/15/2008 - 03/30/2009			
40049947-250	CA Spectrum Network Fault Manager Fault Tolerant License Period Covered 03/15/2008 - 03/30/2009			
40049947-275	CA Spectrum Service Performance Manager for xSight Period Covered 03/15/2008 - 03/30/2009			
40049947-300	CA Spectrum Service Manager for xSight Period Covered 03/15/2008 - 03/30/2009			
	Total	31,267.00	0.00	31,267.00

NET AMT: 31,267.00

Special Instructions:

TAX AMT: 0.00

Please Pay: **31,267.00**
US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #: 0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com

Original



Invoice

Invoice #: 90055059

Issuance Date: 12/28/2007

Invoice Date: 03/15/2008

Due Date: 03/15/2008

Purchase Order #:

Partner ID: 22990

Partner: CITY OF ATLANTA

55 TRINITY AVE SW STE 300

ATLANTA, GA 30303-3534

Bill To: ABE KANI

CITY OF ATLANTA

55 TRINITY AVE SW STE 300

ATLANTA, GA 30303-3534

Remit To: CA, INC.

BOX 3591

PO BOX 8500

PHILADELPHIA, PA 19178-3591

JAN 21 '08

Invoices are issued in advance for your own internal processing.
Payments are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40049947-25	CA Spectrum Alarm Notification Manager for xSight Period Covered 03/15/2008 - 03/30/2009			
40049947-50	CA Spectrum Report Manager for xSight to Distributed PM (Large) Period Covered 03/15/2008 - 03/30/2009			
40049947-75	CA Spectrum Configuration Manager for xSight Period Covered 03/15/2008 - 03/30/2009			
40049947-100	CA Spectrum Xsight Unrestricted Device Management Period Covered 03/15/2008 - 03/30/2009			
40049947-125	CA Spectrum Single Concurrent xSight Administrator License Period Covered 03/15/2008 - 03/30/2009			
40049947-150	CA Spectrum Single Concurrent Oneclick Con xSight Operator License Period Covered 03/15/2008 - 03/30/2009			
40049947-175	CA Spectrum Spectrowatch Editor for xSight Period Covered 03/15/2008 - 03/30/2009			
40049947-200	CA Spectrum Southbound Gateway Integ Period Covered 03/15/2008 - 03/30/2009			

Continued



Invoice

Invoice #: 90055058 Issuance Date: 12/28/2007
Invoice Date: 03/15/2008 Due Date: 03/15/2008
Purchase Order #: PO MY06310398

Partner ID: 22990

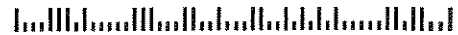
Partner: CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

Bill To: JAY GOTTSCHALK
CITY OF ATLANTA
55 TRINITY AVE SW
DIT
ATLANTA, GA 30303-3520

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

21 '08

Invoices are issued in advance for your own internal processing.
Payments are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40042303-25	CA Vulnerability Manager Appliance - Standard Period Covered 03/15/2008 - 03/30/2009			
40042303-50	CA Vulnerability Manager Service Period Covered 03/15/2008 - 03/30/2009			
	Total	13,312.00	0.00	13,312.00

NET AMT: 13,312.00

TAX AMT: 0.00

Special Instructions:

Please Pay: **13,312.00**
US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #: 0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com



Invoice

Invoice #: 90055056

Issuance Date: 12/28/2007

Invoice Date: 03/15/2008

Due Date: 03/15/2008

Purchase Order #:

Partner ID: 22990

Partner: CITY OF ATLANTA

55 TRINITY AVE SW STE 300

ATLANTA, GA 30303-3534

Bill To: MAURICE FICKLIN
CITY OF ATLANTA
55 TRINITY AVE SW STE 300
ATLANTA, GA 30303-3534

JUN 21 '08

Remit To: CA, INC.
BOX 3591
PO BOX 8500
PHILADELPHIA, PA 19178-3591

Invoices are issued in advance for your own internal processing.
Payments are due on or before the due date.



Contract #	Product Description	Net Balance	Tax Balance	Total
40041832-25	CA Threat Manager Period Covered 03/15/2008 - 03/30/2009			
	Total	34,823.00	0.00	34,823.00

NET AMT: 34,823.00

TAX AMT: 0.00

Special Instructions:

Please Pay: **34,823.00**

US Dollar

Please address billing inquiries to the following address, or call our Client Representatives Monday through Friday 9 a.m to 6 p.m. EST.
Changes to certain account information may require verification.

Billing and Customer Inquiries:

ATTN: Sales Accounting

CA, Inc.
One CA Plaza
Islandia, NY 11749
TIN # 13-2857434

ELECTRONIC FUNDS TRANSFER

Wachovia Bank, NA ABA #:0312-0146-7
Account #: 2000028313816
Account Name: CA, Inc.
1 South Broad Street
Mail Code PA 1227
Philadelphia PA 19107

Telephone: 800-637-5858 or Fax: 631-342-4873 or Email: invoicing@ca.com

Original

DIT CIO Legislative Summery for Cycle 12

Committee Meetings: July 15 - 16

CA Inc.

Purpose: Ordinance to **1)** Pay outstanding invoices totaling \$433,259.00 to CA Inc. Mainframe Operations Management, Desktop Management, Network Management, and Information Security Software and services. **2)** Approve the amendment to extend the original agreement for 2 years at \$126,109.37 per year.

Background: Between March 30, 2000, and March 31, 2008, the City executed various amendments to the original Agreement with CA Inc. ("CA"), including Amendment Number 8 on March 31, 2008, to reflect adjustments in licenses and services, to extend the terms of the original agreement and to reflect changes in pricing, for Mainframe Operations Management, Desktop Management, Network Management, and Information Security Software and services, which extended the expiration date of the current software licenses from CA, to March 30, 2011;

Cost to City: \$559,368.37(FY09); \$126,109.37(FY10)

Funds charged to: 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System)

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

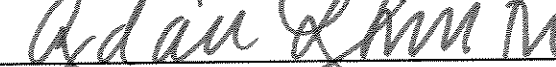
Chief of Staff Deadline: July 2, 2008

Anticipated Committee Meeting Date(s): July 15 - 16, 2008

Anticipated Full Council Date: July 21, 2008

Legislative Counsel's Signature: 

Commissioner Signature: 


Chief Procurement Officer Signature: 

CAPTION

AN ORDINANCE TO AUTHORIZE THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO REMIT PAYMENT FOR ALL OUTSTANDING INVOICES THROUGH AUGUST 1, 2008, TO CA INC., IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-THREE THOUSAND, TWO HUNDRED FIFTY-NINE DOLLARS AND NO CENTS (\$433,259.00) FOR MAINFRAME OPERATIONS MANAGEMENT, DESKTOP MANAGEMENT, NETWORK MANAGEMENT, AND INFORMATION SECURITY SOFTWARE LICENSES, SUPPORT AND MAINTENANCE TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE(\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); TO AUTHORIZE THE MAYOR TO EXECUTE APPROPRIATE CONTRACTUAL AGREEMENTS WITH CA INC. FOR MAINFRAME OPERATIONS MANAGEMENT, DESKTOP MANAGEMENT, NETWORK MANAGEMENT, AND INFORMATION SECURITY SOFTWARE LICENSES, SUPPORT AND MAINTENANCE, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SIX THOUSAND, ONE HUNDRED, NINE DOLLARS AND THIRTY-SEVEN CENTS (\$126,109.37), TO BE CHARGED TO AND PAID FROM FDOA NUMBER 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE (\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 7/7/08 Reviewed by: 
(date) (date)

Submitted to Council: _____

RCS# 2239
7/21/08
3:41 PM

Atlanta City Council

REGULAR SESSION

CONSENT II

REFER

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT II